

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION NO.5469 OF 1983

For Approval and Signature

The Hon'ble Mr. Justice S.K. KESHOTE

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1. Whether reporters of local papers may be allowed to see the judgment ?
  2. To be referred to the reporters or not ?
  3. Whether their lordships wish to see the fair copy of the judgment ?
  4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950, or any order made thereunder ?
  5. Whether it is to be circulated to the Civil Judge?

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PRAVINCHANDRA H DESAI

VERSUS

INDIAN OIL CORPORATION & ANR.

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Appearance:

MR MC BAROT for petitioner

None present for respondent

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Coram: S.K. Keshote,J

Date of decision:3.3.97

C.A.V. JUDGMENT

Heard learned counsel for the petitioner and

perused the Special Civil Application.

2. The petitioner, a dealer of Indian Oil Corporation Ltd., filed this Special Civil Application and prayer has been made therein for setting aside the order dated 9.8.83, annexure 'G-I', under which his dealership was cancelled.

3. The petitioner was appointed as dealer by the Corporation for petrol and high speed diesel. Challenge to the aforesaid order has been made by the petitioner on various grounds, but this writ petition deserves to be dismissed only on the ground that it pertains to contractual rights, and as such, I do not consider it to refer and deal with other grounds.

4. In reply to the Special Civil Application, the respondent-Corporation has raised a preliminary objection that this writ petition under Article 226 of the Constitution in respect of enforcement of contractual rights is not maintainable.

5. It is not in dispute that the petitioner was appointed as a dealer of Indian Oil Corporation under an agreement dated 2nd December 1970. The contractual rights in between the petitioner and respondents are regulated under the agreement entered into between the parties and if the petitioner's dealership is terminated in violation of any of the terms thereof, then the appropriate remedy for enforcement of the same would have been a civil suit and not this Special Civil Application under Article 226 of the Constitution of India. The petitioner has not produced on record, the agreement of dealership. However, the Corporation has produced the same on record of this case. It is not in dispute that there is a specific clause for termination of agreement, what exactly has been done in the present case by the Corporation to terminate the dealership. In the agreement, there is a specific clause for reference of any dispute or difference of any nature whatsoever or regarding any right, liability, act, omission on account on any of the parties relating to the agreement, to sole arbitration of Managing Director of the Company. In view of this condition in the agreement, the petitioner has been provided a forum for redressal of his grievance and this is another ground on which this writ petition is not maintainable. It is a case where the petitioner has filed this writ petition merely for enforcement of contractual rights. This writ petition is wholly misconceived and the same deserves to be dismissed.

6. In the result, this Special Civil Application fails and the same is dismissed. Rule discharged. No order as to costs.

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(sunil)